

**OFFICIAL AGENDA**  
**TUESDAY October 20, 2020**  
**Meeting Start Time: 9:30 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Stillwater Building**  
**316 N. 26th Street, Room 3108**  
**Billings, MT**  
**9:00 a.m. Agenda Setting**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**MEETING UPDATE**

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line.  
**Please dial (406) 256-2724 Conference ID 277 749 960#**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (Channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at [www.comm7tv.com](http://www.comm7tv.com).

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

**9:30 a.m. BID OPENING**

Open and Acknowledge Request for Proposals for Event Booking Services at MetraPark

**PUBLIC COMMENTS ON REGULAR AGENDA ITEMS**

**1. COMMISSIONERS**

Breast Cancer Awareness Month Proclamation

**2. PLANNING DEPARTMENT**

Creekside Estates Subdivision - Request for Change of Condition #5

**3. PUBLIC WORKS**

Resolution 20-77 to Appoint the Board of Viewers for Abandonment of Roads and Alleys in Magnus Subdivision - Board Viewers will be Senior Yellowstone County Civil Engineer Mike Black, Clerk and Recorder Jeff Martin, Transportation Planner Scott Walker, and Commissioner John Ostlund

**PUBLIC COMMENTS ON CONSENT AGENDA ITEMS**

**CLAIMS**

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## CONSENT AGENDA

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1. **CLERK AND RECORDER**

Release of Agricultural Covenant on Tract 1B of Amended Tract 1, C/S 3589

2. **COMMISSIONERS**

- a. Board Openings - Area II Agency on Aging; Bicycle & Pedestrian Advisory Committee; Board of Adjustment; City/County Planning Districts 3, 4, & 6; Blue Creek Fire Service Area; Huntley Project Fire Service Area; Laurel Fire District #7; Laurel Urban Fire Service Area; Billings Urban Fire Service Area Advisory Board; Lockwood Pedestrian Safety District Advisory; Park Board; Zoning Commission
- b. Letter to the Mayor and City Council Regarding Resolution of the Lockwood TEDD and our Mutual Interests in Future Development
- c. Board Appointment - Donald W. Jones to Mental Health Board

3. **FINANCE**

- a. Contract with Rainbow Gas for Natural Gas Pricing
- b. Bond for Lost Warrant
- c. Elections Department Request to Expend for ES&S Ballot On Demand, American Security Cabinets Ballot Drops, Omaton High Speed Envelope Openers
- d. Cushing Terrell Services Proposal for Building Review

4. **PUBLIC WORKS**

Invitation for Bid Public Works New Half Ton 4x4 Pickups

5. **HUMAN RESOURCES**

**PERSONNEL ACTION REPORT - MetraPark - 1 Termination**

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## FILE ITEMS

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1. **CLERK AND RECORDER**

**Board Minutes** - County Water and Sewer Board Minutes

2. **COMMISSIONERS**

Board Resignation - Ryan Wittman from Zoning Commission

3. **FINANCE**

Junk Vehicle Fund Transfer

## **PUBLIC COMMENTS ON COUNTY BUSINESS**

**B.O.C.C. Regular**

Agenda Item

**Meeting Date:** 10/20/2020

**Title:** Bid Opening

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Open and Acknowledge Request for Proposals for Event Booking Services at MetraPark

**BACKGROUND:**

n/a

**RECOMMENDED ACTION:**

Referr to staff.

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**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 10/20/2020

**Title:** Breast Cancer Awareness Month Proclamation

**Submitted By:** Erica Wiley

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**TOPIC:**

Breast Cancer Awareness Month Proclamation

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

Read and sign

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**Attachments**

Breast Cancer Awareness Month

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## Proclamation

### Resolution 20-76

**WHEREAS**, in Yellowstone County countless residents are impacted by breast cancer every year;

**WHEREAS**, breast cancer is the most common cancer in women after skin cancer;

**WHEREAS**, breast cancer is about 100 times more common in women than men, and women are at increased risk as they get older;

**WHEREAS**, doctors estimate that about five to ten percent of breast cancers are hereditary, and individuals whose family history puts them at increased risk for breast cancer should discuss with their doctor or qualified health professional the proper prevention and early diagnosis strategies;

**WHEREAS**, since early diagnosis strategies have been introduced, the five-year survival rate for a breast cancer patient has greatly increased, now at 90 percent;

**WHEREAS**, Breast Cancer Awareness Month serves as an opportunity to increase awareness of the disease and to encourage individuals to have a plan to detect the disease in its early stages; and

**WHEREAS**, it is vital that those affected by breast cancer have access to quality care, and that research of all forms of breast cancer continues to be vigorously supported;

**NOW, THEREFORE**, we, the Board of County Commissioners, Denis Pitman, Donald W. Jones, and John Ostlund, do hereby recognize October 2020 as **BREAST CANCER AWARENESS MONTH** in Yellowstone County and we call this observance to the attention of all our citizens.

Proclaimed this 20<sup>th</sup> day of October 2020

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

Attest:

Donald W. Jones, Member

John Ostlund, Member

Jeff Martin  
Clerk & Recorder



## **B.O.C.C. Regular**

Agenda Item 2.

**Meeting Date:** 10/20/2020

**Title:** Creekside Estates Subdivision - Request for change of Condition #5

**Submitted For:** Monica Plecker

**Submitted By:** Dave Green

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### **TOPIC:**

Creekside Estates Subdivision - Request for Change of Condition #5

### **BACKGROUND:**

On October 1, 2020, the Planning Division received a letter from IMEG / Territorial Landworks, Inc., requesting a modification to the SIA. The proposed change would modify the Conditions of Approval requirement to install a 10,000-gallon dry hydrant system and use a pressurized hydrant instead.

Creekside Estates Subdivision received preliminary plat approval on June 2, 2020. Condition number 5 of that preliminary approval required the applicant to install a 10,000-gallon dry hydrant system within the subdivision. The original site for the dry hydrant shown on the proposed plat was on the south side of the road going into the subdivision. Part of the requirement for a dry hydrant system is to provide enough space for a fire truck to pull up to the tank and not obstruct the road. It also requires that no structure be built within a 100-foot radius of the dry hydrant system. Because of these requirements, the applicant has found that they are not able to install a 10,000-gallon tank without putting it on one of the lots to be sold for home construction. This arrangement would limit the buildable area of the lot and would make the lot less desirable to purchase and build on.

The developer wishes to change original condition number 5 from the preliminary plat which reads:

*5. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings to BUFSA for review and approval, this includes the area for the fire department to access the tank and the tank construction. Once installed the applicant will request BUFSA test the system to ensure it works correctly and get a sign off from BUFSA. The applicant will also create a public easement where the tank is installed and an RSID for the dry hydrant system.*

The applicant wishes to change condition number 5 to read:

*5. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will use an existing pressurized fire hydrant that is just over ½ mile from the proposed subdivision. They will submit the required cash contribution as outlined in Yellowstone County Resolution No. 19-53. The correct monetary amount to*

*submit will be determined by the applicant and agent and verified by BUFSA.*

In the Yellowstone County Subdivision Regulations, Section 4.14 Fire Protection Requirements B. Minor Subdivisions, 2., last paragraph: Alternative methods shall be reviewed by the fire department having jurisdiction with recommendations for approval made to the Board of County Commissioners.

The pressurized fire hydrant is one tenth of a mile over the ½-road mile requirement in the subdivision regulations; BUFSA believes it is the better option for fire suppression than the 10,000-gallon dry hydrant.

Planning sent out request for comments on the proposed change to condition number 5 and received comments back that asked what if they do not develop the land to the south. If land to the south does not develop the fire department that has jurisdiction, BUFSA, feels the pressurized hydrant is close enough to provide adequate fire suppression.

**RECOMMENDED ACTION:**

Staff recommends that the Yellowstone County Board of County Commissioners approve the requested modification to the Conditions of Approval of Creekside Estates Subdivision.

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**Attachments**

Applicant letter requesting Condition Change  
Letter from BUFSA in support of change

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October 1, 2020

Yellowstone County Planning, Dave Green  
2825 3<sup>rd</sup> Avenue North, 4<sup>th</sup> Floor  
Billings, MT 59101

via email: [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

RE: Creekside Estates Subdivision - Condition of Approval #5

Dear Dave:

As discussed, Creekside Estates is in the process of completing the preliminary plat conditions for the subdivision. As such, we are requesting an alteration to condition of approval #5 as shown below:

5. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings to BUFSA for review and approval, this includes the area for the fire department to access the tank and the tank construction. Once installed the applicant will request BUFSA test the system to ensure it works correctly and get a sign off from BUFSA. The applicant will also create a public easement where the tank is installed and an RSID for the dry hydrant system.

In the process of trying to satisfy condition #5, we had presented a number of variations of the fire tank layout to BUFSA and after numerous conversations with Mike Spini at the fire department, it was determined that the best resolution to this condition for both the fire department and the developer was to remove the fire tank from the subdivision and instead provide a payment of \$18,000 to the fire department to utilize the fire hydrant just over ½ mile away for fire suppression.

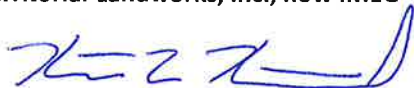
The reasons to support this change are as follows:

1. There is an existing fire hydrant 0.581 miles from the development that is available for fire suppression.
2. The property directly to the south of this development is in the early stages of subdivision and is proposed to extend water to the very south boundary of the Creekside Estates subdivision so at some point a hydrant will be available directly adjacent to the development.
3. The fire department has stated they would prefer to utilize the hydrant if available as that type of water source does not require the same level of maintenance as a fire tank and provides consistent pressurized water.

Based on the above reasons, we request that condition #5 be modified to allow the site to pay the \$18,000 payment and utilize the available fire hydrant for fire suppression.

Please let me know if you have any questions or need anything further for your review.

Sincerely,  
**Territorial-Landworks, Inc., now IMEG**



Kolten Knatterud, PE

**JJP Companies, Developer**



John Poukish

Enclosures: \$270 Check for Planning Fee

C. File and Scan (w/ enclosures)

O:\Missoula\TLI\Projects\1\_ACTIVE FILES\2019 Projects\5540 - John Poukish 62nd Street Subdivision\4\_PLANNING\Final Plat\2020-09-30.Fire Tank Letter.Dave Green.docx



2305 8th Ave N.  
Billings, MT 59101  
P 406.657.8423



October 6, 2020

Dave Green, Planner II  
City/County Planning Division  
2825 3rd Avenue North, 4th Floor  
Billings, MT 59101

Subject: PZ-20-00061, Creekside Estates Subdivision Fire  
Protection Water Supply

Dear Mr. Green:

This letter is in reference to the fire protection water supply requirements for Creekside Estate Subdivision. The county subdivision regulations require a 10,000-gallon dry-hydrant system for this minor subdivision. The subdivision regulations also allow for the use of an existing pressurized municipal fire hydrant in lieu of a dry-hydrant system when it is located within the ½-road mile requirement.

The developer and civil engineer struggled to find a location for the system that met the fire department's needs as well as their own. An existing municipal fire hydrant is currently located at the intersection of Grand Avenue and 60<sup>th</sup> Street West. Although this hydrant is just over the ½-road mile requirement, it is close enough to be a viable water source. Additionally, the developer plans to annex and develop the property south of this subdivision, which will require city water mains including fire hydrants. When this occurs, Creekside Estates Subdivision will comply with the ½-road mile requirement in the subdivision regulations. The developer will need to pay the fee outlined in Yellowstone County Resolution No. 19-53 prior to final plat approval.

It is my opinion this arrangement meets the intent of the law and will provide the needed fire protection water supply for the proposed homes in this subdivision. If you have any questions, please contact me by telephone at (406) 657-8422.

Sincerely,

Michael E. Spini  
Fire Marshal

**B.O.C.C. Regular**

Agenda Item 3.

**Meeting Date:** 10/20/2020

**Title:** Resolution 20-77 to Appoint the Board of Viewers for Abandonment of Road and Alleys in Magnu Subdivision

**Submitted By:** Mike Black

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**TOPIC:**

Resolution 20-77 to Appoint the Board of Viewers for Abandonment of Roads and Alleys in Magnus Subdivision - Board Viewers will be Senior Yellowstone County Civil Engineer Mike Black, Clerk and Recorder Jeff Martin, Transportation Planner Scott Walker, and Commissioner John Ostlund

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve resolution and set board of viewers

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**Attachments**

Resolution to Appoint  
Petetion

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## YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 20 – 77

### Resolution to Appoint Board of Viewers for Abandonment of Certain Roads in Magnus Subdivision 2<sup>nd</sup> Filing

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, a portion of East 12 Street, a road that runs north south from the Big Ditch to East 12<sup>th</sup> Street and two alleys that run north south from the Big Ditch to East 12<sup>th</sup> Street are dedicated, unconstructed roads within Yellowstone County in Magnus Subdivision 2<sup>nd</sup> Filing. Magnus Subdivision 2<sup>nd</sup> Filing, Doc. No. 595193. The Yellowstone County Board of County Commissioners has the authority to manage the roads and alleys, including the authority to abandon the roads and alleys. On September 1, 2020, the Board received a petition to abandon the roads and alleys. [Exhibit 1 – Petition](#). Samuel Huseby and Junia Wollmann, the owners of the lots that abut the roads and alleys, want the Board to abandon the roads and alleys to use the right-of-ways of the roads and alleys to develop the land. The Board reviewed the petition. The petition appears legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates a Board of Viewers to investigate the proposed abandonment. The Board appoints John Ostlund, a Yellowstone County Commissioner; Jeff Martin, the Yellowstone County Clerk and Recorder / Yellowstone County Surveyor; Scott Walker, a Transportation Planner with the City of Billings / Yellowstone County Planning Department, and Mike Black, a Senior Civil Engineer with the Yellowstone County Public Works Department, to the Board of Viewers. The Board of Viewers shall submit a report to the Board that makes a recommendation as to the proposed abandonment. After the Board of Viewers submits the report, the Board shall hold a public hearing on the proposed abandonment. At the hearing, the Board shall receive comments on the proposed abandonment and consider the Board of Viewers' Report and any comments on the proposed abandonment. After the hearing, the Board may or may not abandon the roads and alleys. If the Board believes that it is in the best interest of the public to abandon the roads and alleys, it shall pass a resolution of intent to abandon the roads and alleys with conditions. Once Huseby and Wollmann have satisfied the conditions, the Board shall pass a resolution that abandons the roads and alleys. If the Board believes it is not in the best interest of the public to abandon the roads and alleys, it shall pass a resolution not to abandon the roads and alleys.

Passed and Adopted on the 20<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Denis Pitman, Chair

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Donald W. Jones, Member

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John Ostlund, Member

ATTEST:

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Jeff Martin, Clerk and Recorder

Resolution No. 20 – 77

Resolution to Appoint Board of Viewers for Abandonment of Certain Roads in Magnus Subdivision 2<sup>nd</sup> Filing



# ALTER / ESTABLISH / ABANDON PETITION ROUTING SHEET

AREA TO BE ALTERED / ESTABLISHED / ABANDONED: Mungus Roads & Alleys

## PUBLIC WORKS

①  
DATE RECEIVED: 9-10-2020  
REVIEWED BY: MBluck  
COMMENTS:

DATE SENT: 9-11

Appears Sufficient

## COUNTY ATTORNEY

②  
DATE RECEIVED: \_\_\_\_\_  
REVIEWED BY: MFE  
COMMENTS: appears sufficient

DATE SENT: 9-14

Please Prepare OI Doc & email to MBluck

## CLERK & RECORDER

④  
DATE RECEIVED: \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_  
COMMENTS:

DATE SENT: 9/10/1

PLAT NEEDS TO BE RE-RECORDED. LAND LOCKING SEVERAL LOTS. CAN'T ABANDON UNTIL LOTS HAVE BEEN AGGREGATED. WHY DIDN'T THE SIGN AS THEY HOLD TITLE. JUNIA & JOYCE WOLLMAN

## OTHER ( GIS )

③  
DATE RECEIVED: 9-14  
REVIEWED BY: Mike P.  
COMMENTS:

DATE SENT: 9-16

not sure if the legal description needs to change as they are referencing a plat that was never recorded. There is no lot 1A or 2A Blk 6, other than that it seems fine.

## OTHER ( \_\_\_\_\_ )

DATE RECEIVED: \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_  
COMMENTS:

DATE SENT: \_\_\_\_\_

## BOARD CLERK

DATE RETURNED: \_\_\_\_\_

ORIGINAL



RECEIVED

SEP 10 2020

YCPW

RECEIVED

SEP 01 2020

YCPW

**PETITION PROCEDURE TO ESTABLISH, ALTER, OR ABANDON  
A COUNTY ROAD UNDER SECTION 7-14-2601 MCA**

1. Obtain a petition from the Yellowstone County Public Works Department located in Room 3201 of the Stillwater Building, 316 N. 26<sup>th</sup> St. Billings MT 59101. Read the petition procedure carefully. If you have any questions or need clarification about the petition procedures, please contact the Public Works Department at (406) 256-2735. Incomplete or inaccurate petitions will cause delays in the petition process.
2. Type the complete and correct legal description for the roadway being petitioned in Section A of the petition. Petitions with incorrect or incomplete legal descriptions will be returned to the petitioner.
3. Attach a photocopy of the affected plat, Certificate of Survey, or Assessor Map to the petition. Mark and / or color the area described in the legal description. These copies do not have to be full plats but must detail the petitioned roadway and adjoining property. Copies of plats can be obtained from the Clerk and Recorder's Office in Room 3501 of the Stillwater Building, 316 N. 26<sup>th</sup> St. Billings MT 59101.
4. Provide the reason for the petition in Section B of the petition.
5. Obtain at least **TEN (10)** signatures including addresses of landowners who wish to establish, alter, or abandon a county road (refer to Section C). It is recommended that more than ten signatures be on the petition so that the petition will not be voided if any signatures are invalid.
6. Consult the Public Works Department to review the plat and area affected by the petitioned roadway. This will be needed to complete steps 7 and 8 of the procedure.
7. Attach an Ownership Report from a Title Company, paid for by the petitioner, to verify current ownership of property affected by the petitioned roadway.
8. Obtain signatures and consent for the petition from all property owners affected by the roadway being petitioned in Section D. Owners shall print name exactly as they hold title.

**FOR EXAMPLE:** Richard Edward Smith and Dorothy Jones Smith

*If the property is owned by an entity other than as an individual(s), the name of the entity must be shown. The person signing on behalf of the entity must identify their capacity within the entity. (LLP, LLC, Corporation, etc. Sign and indicate role, i.e. Trustee, President, Partner, Secretary, Treasurer, etc.)*

Tom Jones, CEO

Tom Jones, Trustee

Tom Jones, President

Tom Jones, Partner

Tom Jones, Secretary

Tom Jones, Treasurer

9. Submit the petition along with a non-refundable \$25.00 fee and any necessary attachments (ownership report, warranty deeds, quit claim deeds, etc.) to the Yellowstone County Public Works Department.
10. Typically, within thirty (30) days of filing a correct and complete petition to establish, alter, or abandon a county road, the Commissioners will appoint a Board of Viewers to investigate the request.
11. The Board of Viewers will issue a report of its findings and recommendations to the Board of County Commissioners who will then schedule a public hearing. This hearing will be advertised in the newspaper and will be open to the public for comments from any persons who may speak in favor of, or in opposition to the petition.
12. Within ten (10) days after the public hearing, the Board of County Commissioners will issue a notice of decision by certified mail to all owners of land affected by the petitioned roadway. Notified owners will be those parties listed on the last county assessment roll.
13. If the petition is to abandon a subdivision or certificate of survey road, the following will be required if abandonment is granted by the County Commissioners:
  - The petitioner and / or benefiting property owners will be required to file an amended plat with the Clerk and Recorder.
  - The amended plat will reflect the adjusted lot lines affected by this abandonment.
  - This amended plat will need to be completed and filed with the Clerk and Recorder within a year of the approved petition.
  - Comply with any (and all) other specific conditions that are established by the Board of County Commissioners.

## PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this 10 day of Sept., 2020.

Petitioner/Initiator (and/or) Contact Person:

NAME:

Samuel Huseby  
Junia Wollman

ADDRESS:

102 E. 12th ST  
Laurel, MT 59044

PHONE NO:

406-570-6280

I swear that all of the above information is true and correct, and all the landowner's signatures are the original true and consenting landowners.

  
Petitioner's Signature

10 Sept 20  
Date

List all attachments:

- ☒ Sections A, B, C, and D of the Petition
- ☒ Map of petitioned roadway and affected property
- ☒ Affected property Ownership Report
- ☒ Check for \$25.00 made payable to Yellowstone County Public Works Department
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_



# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION A

**Legal description of the petitioned roadway (attach additional sheets if needed)**

ALLEY between MAGNUS SUBD 2nd Filing, S04, T02S, R24E, Block 5, LOT 1-3 and Block 5,
LOT 4-6. South of Big Ditch and North of East 12th Street.
ROAD between MAGNUS SUBD 2nd Filing, S04, T02S, R24E, Block 5 LOT 4-6 and Block 6
LOT 1-5. South of Big Ditch and North of East 12th Street.
ALLEY between MAGNUS SUBD 2nd Filing, S04, T02S, R24E, Block 6, Lot 1-5, Block 6,
Lot 9-12, and Block 6 Lot 6-8. South of Big Ditch and North of East 12th Street.
East 12th Street 30 foot remaining dedication from middle of Alley running between MAGNUS
SUBD 2nd Filing, S04, T02S, R24E, Block 5, LOT 1-3 and Block 5, LOT 4-6 to east edge of
Block 6, LOT 9-12.
RECEIVED OCT <del>SEP</del> 14 2020 YCPW

RECEIVED

OCT ~~SEP~~ 14 2020

~~YCPW~~

# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION B

### Reason for Petition

I Samuel Huseby and Junia Wollmar are building 2 homes on said property. The alley ways, ~~can't~~ Roads ~~are~~ need to be abandoned so that we can be permitted for septic and wells. we cannot cross property lines for utilities and septic Drain fields take up space that a 56' county road easement will be in the septic Drain field.

# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION C

Signatures and addresses of landowners in Yellowstone County  
who wish to establish, alter, or abandon a county road  
(minimum TEN (10) landowners)

PRINTED NAME	SIGNATURE	ADDRESS
Huseby, Samuel H. <sup>OWNER</sup>	Samuel H. Huseby	102 E. 12th ST Laurel, MT
Scheetz, Sonya <sup>OWNER</sup>	Sonya Scheetz	511 5th AVE Laurel, MT
Stahl, Reuben <sup>OWNER</sup> and Miriam	Reuben Stahl	246 Clark's Fork Dr Laurel, MT
Riesinger, Delores	Delores Riesinger	117 E 12th ST Laurel, MT
Magnus, Maybelle	Maybelle Magnus	1053 Montana Ave 431 Colorado AVE Laurel, MT
<del>Naillon</del> <sup>owner</sup> Naillon, Cody	Cody Naillon	1985 Saddleback drive Laurel, MT
Naillon, Cyndee <sup>LOVSHIN</sup>	Cyndee Naillon	1985 Saddleback Laurel, MT
Short, Michael	Michael Short	1828 W. 9th ST Laurel, MT
Short, Donna	Donna Short	1828 W 9th St Laurel MT 59004
McCluckie, Stephen	Stephen McCluckie	1833 W Maryland Ln Laurel, MT
Wilton Olson	Wilton Olson	P.O. Box 116 Laurel 310 E 13th Street Laurel MT
Todd Frank	Frank Todd	350 E. 13th St. Laurel MT
Junia Wellman	Junia Wellman	P.O. Box 272 Laurel 301 East 12 Street MT
Darwin Hamner	Darwin Hamner	1217 Pope Rd, Park City, MT.
Cody Jorgenson	Cody Jorgenson	5735 Camas prairie trail, Laurel, MT
Karrie Jorgenson	Karrie Jorgenson	5735 Camas prairie trail Laurel, MT

# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION C

Signatures and addresses of landowners in Yellowstone County  
who wish to establish, alter, or abandon a county road  
(minimum TEN (10) landowners)

RECEIVED

OUT SET 14 2020

YCPW

PRINTED NAME	SIGNATURE	ADDRESS
Junia Joyce Wollman	Junia Joyce Wollman	P.O. Box 272
		Laurel MT 59044
		301 East 12th Street
		Laurel MT 59044



# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION C

Signatures and addresses of landowners in Yellowstone County  
who wish to establish, alter, or abandon a county road  
(minimum TEN (10) landowners)

PRINTED NAME	SIGNATURE	ADDRESS
MARVIN Brown	<i>Marvin Brown</i>	26 Stanford Ct. Big 7. MT. 59102



# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION D

### Consent or non-consent of land owners in Yellowstone County abutting and / or affected by the petitioned roadway

Obtain signatures and consent for the petition from all property owners affected by the roadway being petitioned in Section D. Owners shall print name exactly as they hold title.

**FOR EXAMPLE:** Richard Edward Smith and Dorothy Jones Smith

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
Richard Edward Smith	<i>Signature</i>	<i>Address</i>	X	

*If the property is owned by an entity other than as an individual(s), the name of the entity must be shown. The person signing on behalf of the entity must identify their capacity within the entity. (LLP, LLC, Corporation, etc. Sign and indicate role, i.e. Trustee, President, Partner, Secretary, Treasurer, etc.)*

ABC, Inc. Tom Jones, CEO      ABC, Inc. Tom Jones, Trustee  
ABC, Inc. Tom Jones, President      ABC, Inc. Tom Jones, Partner  
ABC, Inc. Tom Jones, Secretary      ABC, Inc. Tom Jones, Treasurer

**FOR EXAMPLE:** ABC, Inc.      Tom Jones, President

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
ABC, Inc. Tom Jones, President	<i>Signature</i>	<i>Address</i>	X	

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
<sup>OWNER</sup> Wilton Olson	<i>[Signature]</i>	310 E 15th Street PO Box 1110 Laurel MT	X	
Todd Frank	<i>[Signature]</i>	350 E. 13th St Laurel MT	X	
Tunia Wollman	<i>[Signature]</i>	PO Box 272 Laurel MT 301 East 12th Street	X	
Wayne Ewms	<i>[Signature]</i>	438 ARONSON AVE B. Hwy, Montana 59108	X	
Ironhorse Station LHP		Box 180661 Billings MT 59108	X	
MARVIN BROWN	<i>[Signature]</i>			
Managing partner				
Big Rock Co. Supt. Russ Cumin	<i>[Signature]</i>	1555 Campus Way Billings MT 59102	X	
SCOTT TRUST	<i>[Signature]</i>	405 EAST 13TH ST Laurel, MT	X	
Chester Scott Chester Trustee				

# PETITION TO ESTABLISH, ALTER, OR ABANDON A COUNTY ROAD

## SECTION D

Consent or non-consent of land owners in Yellowstone County  
abutting and / or affected by the petitioned roadway

RECEIVED

SEP 14 2020

YCPW

Obtain signatures and consent for the petition from all property owners affected by the roadway being petitioned in Section D. Owners shall print name exactly as they hold title.

**FOR EXAMPLE:** Richard Edward Smith and Dorothy Jones Smith

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
Richard Edward Smith	<i>Signature</i>	<i>Address</i>	X	

*If the property is owned by an entity other than as an individual(s), the name of the entity must be shown. The person signing on behalf of the entity must identify their capacity within the entity. (LLP, LLC, Corporation, etc. Sign and indicate role, i.e. Trustee, President, Partner, Secretary, Treasurer, etc.)*

ABC, Inc. Tom Jones, CEO

ABC, Inc. Tom Jones, Trustee

ABC, Inc. Tom Jones, President

ABC, Inc. Tom Jones, Partner

ABC, Inc. Tom Jones, Secretary

ABC, Inc. Tom Jones, Treasurer

**FOR EXAMPLE:** ABC, Inc. Tom Jones, President

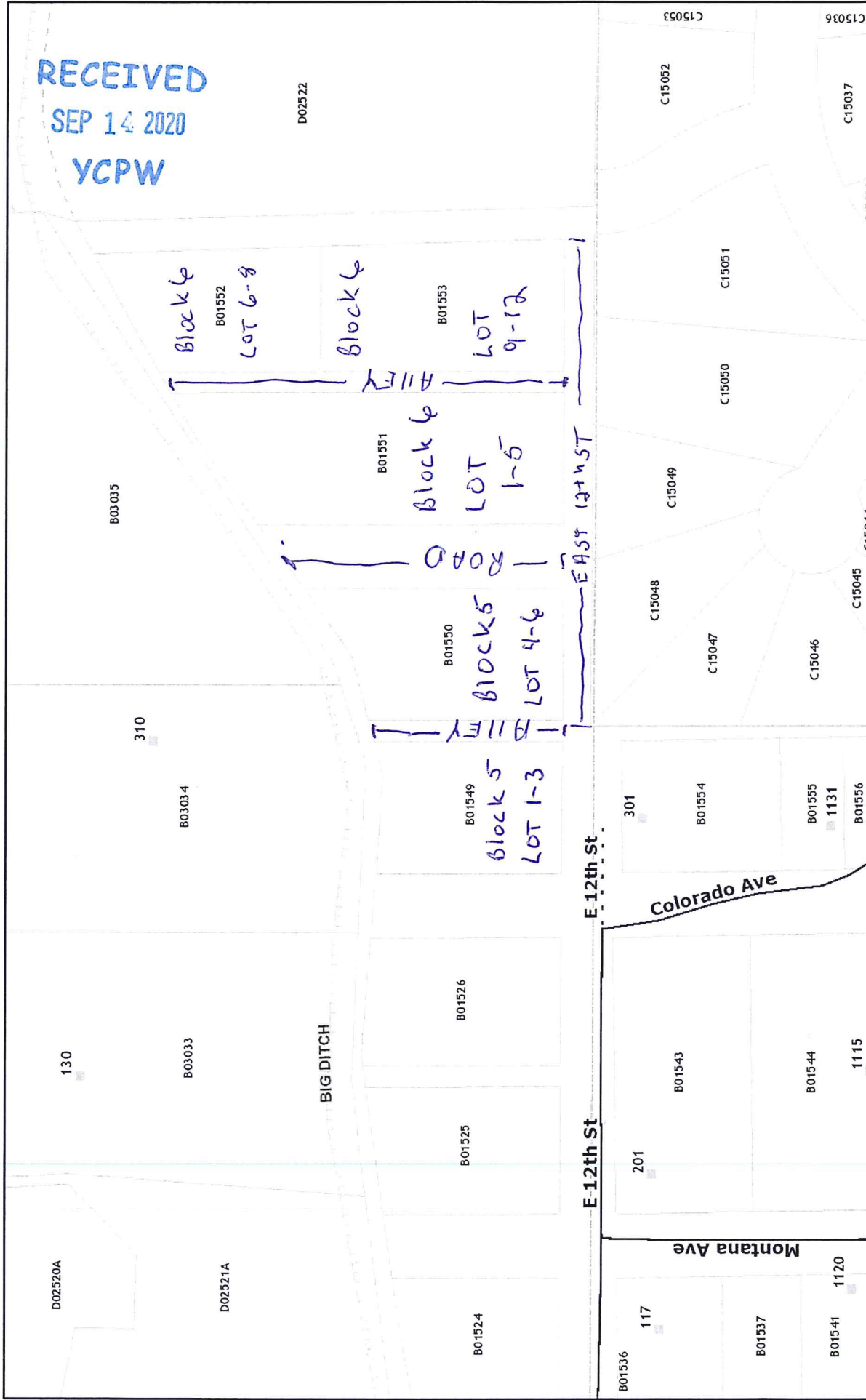
PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
ABC, Inc. Tom Jones, President	<i>Signature</i>	<i>Address</i>	X	

PRINTED NAME	SIGNATURE	ADDRESS	CONSENT	
			YES	NO
Junie Joyce Wallman	<i>Junie Joyce Wallman</i>	P.O. Box 272	X	
		Laurel MT 59044		
		301 East 12th Street		
		Laurel MT 59044		



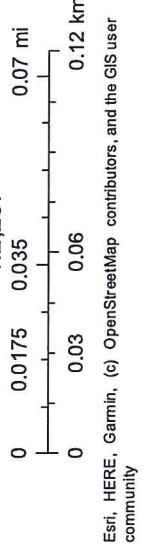
Owner name	Tax Code	Legal Description	Address
SCOTT J CHESTER TRUST	D02522	S04, T02 S, R24 E, SESE LESS WESTCHESTER SUB (07) 35.676 AC	405 E 13TH ST
WOLLMAN, JUNIA JOYCE	B01550	MAGNUS SUBD 2ND FILING, S04, T02 S, R24 E, BLOCK 5, Lot 4 - 6	
WOLLMAN, JUNIA JOYCE	B01549	MAGNUS SUBD 2ND FILING, S04, T02 S, R24 E, BLOCK 5, Lot 1 - 3	
WOLLMAN, JUNIA JOYCE	B01553	MAGNUS SUBD 2ND FILING, S04, T02 S, R24 E, BLOCK 6, Lot 9 - 12	
WOLLMAN, JUNIA JOYCE	B01552	MAGNUS SUBD 2ND FILING, S04, T02 S, R24 E, BLOCK 6, Lot 6 - 8	
WOLLMAN, JUNIA JOYCE	B01551	MAGNUS SUBD 2ND FILING, S04, T02 S, R24 E, BLOCK 6, Lot 1 - 5	
OLSON, WILTON B	B03034	EAST 13 TH STREET ESTATES SUBD, S04, T02 S, R24 E, Lot 2, 3.066 ACRES (96)	310 E 13TH ST
FRANK, TODD K	B03035	EAST 13 TH STREET ESTATES SUBD, S04, T02 S, R24 E, Lot 3, 4.250 ACRES (96)	350 E 13TH ST
IRON HORSE STATION LLC	C15047	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 7, Lot 7, (06) 14590 SQ FT	301 SHORTLINE DR
IRON HORSE STATION LLC	C15048	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 7, Lot 8, (06) 15469 SQ FT	303 SHORTLINE DR
IRON HORSE STATION LLC	C15049	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 7, Lot 9, (06) 14462 SQ FT	305 SHORTLINE DR
IRON HORSE STATION LLC	C15050	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 7, Lot 10, (06) 27449 SQ FT	307 SHORTLINE DR
IRON HORSE STATION LLC	C15051	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 7, Lot 11, (06) 25427 SQ FT	

# Wollman, Junia Joyce



RECEIVED  
SEP 14 2020  
YCPW

1:2,257



Huseby, Samuel H.

October 14, 2020

- ☐ Boundary
- ☐ Federal/State/Arterial
- ☐ Interstate
- ☐ Federal/State Hwy
- ☐ County Rd, Collector
- ☐ Principal Arterial
- ☐ Local/Private
- ☐ Local Street or Rd
- ☐ Private Rd
- ☐ Ramp
- ☐ Undeveloped Rd
- ☐ BARRIERS





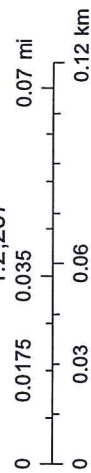
# Wollman/Huseby



June 23, 2020

- User drawn lines
- Boundary
- Federal/State/Arterial
- Interstate
- Federal/State Hwy
- County Rd, Collector
- Principal Arterial
- Local/Private
- Local Street or Rd
- Ramp
- Undeveloped Rd
- Private Rd
- ⚠ BARRIERS
- Parcels

1:2,257



Sources: Esri, Garmin, USGS, NPS

**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 10/20/2020

**Title:** Ag Release Wilson

**Submitted For:** Jeff Martin, Clerk And Recorder

**Submitted By:** Jeff Martin, Clerk And Recorder

---

**TOPIC:**

Release of Agricultural Covenant on Tract 1B of Amended Tract 1, C/S 3589

**BACKGROUND:**

Reviewed

**RECOMMENDED ACTION:**

Execute

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**B.O.C.C. Regular**

Agenda Item 2. a.

**Meeting Date:** 10/20/2020

**Title:** Board Openings

**Submitted By:** Erica Wiley

---

**TOPIC:**

Board Openings - Area II Agency on Aging; Bicycle & Pedestrian Advisory Committee; Board of Adjustment; City/County Planning Districts 3, 4, & 6; Blue Creek Fire Service Area; Huntley Project Fire Service Area; Laurel Fire District #7; Laurel Urban Fire Service Area; Billings Urban Fire Service Area Advisory Board; Lockwood Pedestrian Safety District Advisory; Park Board; Zoning Commission

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

approve and post

---

**Attachments**

Board Openings

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# YELLOWSTONE COUNTY BOARD OPENINGS

October 20, 2020

AREA II AGENCY ON AGING	1 year	1 full to 6/30/21
-------------------------	--------	-------------------

■ NOTE: Applicant must be sixty (60) years of age or older and a participant of a recognized program for the aged

BICYCLE & PEDESTRIAN ADVISORY COMMITTEE	3 year	1 full to 12/31/22
---	--------	--------------------

■ NOTE: To be eligible for the above board, applicants must live outside the incorporated limits of the City of Billings

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/21
---------------------	--------	--------------------

■ NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 6	2 year	1 full to 12/31/21

■ NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/08/22
HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/23
LAUREL FIRE DISTRICT #7	3 year	2 full to 12/31/22 1 full to 12/31/20 2 full to 12/31/21
LAUREL URBAN FIRE SERVICE AREA	3 year	2 full to 6/30/22

■ NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 full to 12/31/22 2 full to 12/31/20 1 full to 12/31/21
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	4 full to 12/31/22
PARK BOARD	3 year	1 full to 6/30/23
ZONING COMMISSION	2 year	1 partial to 6/30/21

■ NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00 P.M. ON THURSDAY, NOVEMBER 19, 2020

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Applications can be picked up in Room 3101 of the Stillwater Building at 316 N 26<sup>th</sup> Street, downloaded from our website at [www.co.yellowstone.mt.gov](http://www.co.yellowstone.mt.gov), or you can call 256-2701 to have an application mailed to you.

For a contact name for further information about a board you are interested in, please contact us at 256-2701.

All applications should be returned to: Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or [bocc@co.yellowstone.mt.gov](mailto:bocc@co.yellowstone.mt.gov)

**B.O.C.C. Regular**

Agenda Item 2. b.

**Meeting Date:** 10/20/2020

**Title:** Resolution of the Lockwood TEDD and our Mutual Interests in Future Development

**Submitted By:** Erica Wiley

---

**TOPIC:**

Letter to the Mayor and City Council Regarding Resolution of the Lockwood TEDD and our Mutual Interests in Future Development

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

consent

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**Attachments**

Ltr Re: Lockwood TEDD

---

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
[commission@co.yellowstone.mt.gov](mailto:commission@co.yellowstone.mt.gov)

October 15, 2020

Mayor and City Council  
City of Billings

Re: Resolution of the Lockwood TEDD and our Mutual Interests in Future Development

Mayor and Council Members:

Your consideration of the amendment to the existing Wastewater Service Agreement between Lockwood Water and Sewer District and the City of Billings to allow for the extension of the service area to accommodate service to the TEDD study area is a very important step forward for both the City and the County. Thank you.

We recognize that the City and Lockwood Water and Sewer District have reached a reasonable agreement that respects the interest of all parties, including an 18% surcharge and limiting the scope of the agreement to just for the provision of wastewater treatment (consistent with the existing agreement). We further recognize that, like the first agreement with Lockwood Water and Sewer District, the lands within the service area will not be subject a waiver of right to protest future annexation. All your considerations in the context of this agreement, and your support of the TEDD, are greatly appreciated.

Yellowstone County also recognizes that we share mutual interests in the success of other proposed developments. We believe it is in the best interest of both the City and the County to cooperate and plan together (with property owners) as these developments take shape. It is in that spirit that we propose that the City and County enter into an Interlocal Agreement for the purposes of supporting the development of lands associated with the Inner Belt Loop, understanding that this Agreement will be the first of many agreements and cooperative planning efforts around Billings. We all understand these efforts must be respectful and supportive of landowner plans in these areas. It would be our recommendation that City/County Planning be charged with outlining the scope of such an agreement and that the terms be simple and straightforward, limited to those areas we have the authority to consider together.

This willingness to cooperate was proposed to be a tenet of the Wastewater Service Agreement, but that agreement is between L WSD and the City. Developing a framework for City/County cooperation should be a matter between the City and County and not become an item lost within a service agreement among other parties.

Moving forward with the TEDD and working together on the Inner Belt Loop will be important initial steps forward for the County and City for our community's economic development, and this work comes at a time that is critical to our economic recovery.

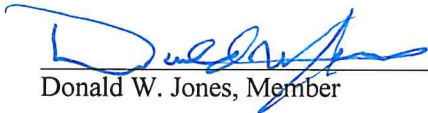
We are ready to move forward with this proposal at your earliest convenience.

Respectfully,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA



Denis Pitman, Chairman



Donald W. Jones, Member



John Ostlund, Member

BOCC/emw

**B.O.C.C. Regular**

Agenda Item 2. c.

**Meeting Date:** 10/20/2020

**Title:** Board Appointment - Donald W. Jones to Mental Health Board

**Submitted By:** Erica Wiley

---

**TOPIC:**

Board Appointment - Donald W. Jones to Mental Health Board

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

consent and mail copy to Barb Mettler

---

**Attachments**

Board Appointment

---

# Yellowstone County



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
[commission@co.yellowstone.mt.gov](mailto:commission@co.yellowstone.mt.gov)

October 20, 2020

Mr. Donald W. Jones  
P.O. Box 35000  
Billings, MT 59107

RE: Mental Health Board

Dear Mr. Jones,

The Board of County Commissioners of Yellowstone County have appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be a partial term to December 31, 2020.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Denis Pitman, Chair

\_\_\_\_\_  
John Ostlund, Member

BOCC/emw

cc: Ms. Barbara Mettler, MHC Executive Director, 1245 N. 29<sup>th</sup> Street, Billings, MT 59101  
Board File - Clerk & Recorder

**B.O.C.C. Regular**

Agenda Item 3. a.

**Meeting Date:** 10/20/2020**Title:** Contract with Rainbow Gas for Natural Gas Pricing**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

---

**TOPIC:**

Contract with Rainbow Gas for Natural Gas Pricing

**BACKGROUND:**

Traditionally, Yellowstone County partners with a Natural Gas brokerage company to reduce the cost of winter heating in MetraPark and the Yellowstone County Detention Facility, by entering into an Interruptible Gas Supply agreement. We have the option for a reduced seasonal price, or a floating price with the commodities market. In exchange for the reduced rate, we allow the natural gas to be interrupted with notification to avoid high natural gas price spikes during seasonal high demand/high usage time periods. Both MetraPark & the Detention Facility have backup heating systems in place to sustain heating during a limited time (usually a few days) if the natural gas supply is interrupted, reducing the cost of the natural gas for heating during high demand price fluctuations. We do incur additional cost for heating oil that is used to fuel the boilers during the natural gas interruption.

By locking in a seasonal rate, we are not subject to high demand/high use prices fluctuations during cold winter months. We do pay market price less \$0.25/MM during spring and summer months. The County as a whole was able to save several thousand dollars from previous years during the winters. Locking In a rate does not guarantee that there will be no interruptions of natural gas supply. Interruption can occur on extended severe cold weather with notification of interruption from Rainbow Gas Co.

This years quote for heating season of November 1st, 2020 to March 31st, 2021 is a fixed price of \$2.55/MMBtu. The April 1st, 2021 through October 2021 rate is at the Inside FERC Gas Market Report by Colorado Interstate Gas (CIG) Index minus \$0.25/MMBtu. Rainbow gas will handle nominating and cost balancing on MDU natural gas.

**RECOMMENDED ACTION:**

Approve and sign the Agreement

---

**Attachments**Rainbow Gas Contract

---



## **NATURAL GAS SALES AGREEMENT**

**DATE:** October 7, 2020

**SELLER:**

Rainbow Gas Company  
919 S 7<sup>th</sup> St, Ste 405  
Bismarck, ND 58504

**BUYER:**

Yellowstone County  
PO Box 35003  
Billings, MT 59107

Buyer and Seller have agreed as to the following terms and conditions for the sale of natural gas to Yellowstone County's MetraPark Facility and Yellowstone County Detention Facility in Billings, Montana.

**VOLUME:** Buyer shall take and Seller shall exert its best efforts to deliver hereunder 100% of Buyer's daily natural gas requirements at its location in Billings, Montana.

**TERM:** This is a one-year Agreement beginning November 1, 2020 and ending October 31, 2021.

**POINT OF DELIVERY:** The point of delivery will be at the interconnection between the WBI Energy Transmission, Inc. (WBI) and Montana Dakota Utilities (MDU) Company in Billings, Montana.

**PRICE:** The price of the gas commodity November 1, 2020 through March 31, 2021 is a fixed price of \$2.55/MMBtu and April 1, 2021 through October 31, 2021 is at the Inside FERC Gas Market Report's Colorado Interstate Gas (CIG) Index minus \$0.25/MMBtu.

**TRANSPORTATION:** In addition to the price of the gas as determined under this agreement, the Buyer agrees to pay WBI's alternate Firm Transportation (FT) rate plus fuel in % on WBI's pipeline at the time gas is delivered, which currently is \$0.35707 and 2.256% fuel per MMBtu.

**OTHER PROVISIONS:** Rainbow Gas agrees to handle the nominating and balancing of your gas on MDU at no additional charge and as a part of our service.

**PAYMENT:** Seller shall, from the information provided by Transporter(s), calculate a statement showing the amount of payment due Seller by Buyer for each month and provide Buyer a copy of same on or before the (15<sup>th</sup>) fifteenth day of the month following the month in which deliveries were made. Buyer shall pay for gas delivered and purchased hereunder within (15) days after Buyer's receipt of Seller's statement or by the 25<sup>th</sup>, whichever is later.



**CONDITION OF SALE:**

**Page Two**

1. This Agreement may not be assigned without prior written consent of the other party.
2. If either party is rendered unable by force majeure to carry out its obligations as described hereunder, other than the obligation to make money payments when due, then the party's obligations affected by the force majeure shall be suspended during, but no longer than the continuance thereof. The term "force majeure" shall mean as here employed an act of God, fire, storm, explosion, failure of third party transporters to deliver or accept gas, failure of gas supply and any other cause not reasonably within the control of the party claiming suspension.
3. Advise any disagreement with any provision of this Agreement prior to initial delivery of gas or we will consider this Agreement binding as to all terms and conditions as set forth herein.
4. In the event transportation rates increase or decrease on WBI, these rates will be passed on to the Buyer at what they actually are.
5. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana. In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
6. The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

By their signatures, as they appear below, Buyer and Seller hereby accept and agree to the terms and conditions of this Agreement.

**SELLER:**

**RAINBOW GAS COMPANY**

By:   
Jolene Erdman  
Its: President

Date: October 7, 2020

**BUYER:**

**YELLOWSTONE COUNTY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 3. b.

**Meeting Date:** 10/20/2020

**Title:** Bond for Lost Warrant

**Submitted By:** Anna Ullom, Accountant

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**TOPIC:**

Bond for Lost Warrant

**BACKGROUND:**

BFLW on lost/stale check.

**RECOMMENDED ACTION:**

Approve reissue.

---

**Attachments**

BFLW

---

## BOND FOR LOST WARRANT

On October 7, 2020 Yellowstone County issued a warrant numbered 854278 to Fabricius, Kristina L (Principal) in the amount of \$861.68. The warrant was drawn in payment of payroll. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$861.68 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$1,723.36 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 13 day of October, 2020.

[Signature]  
Principal

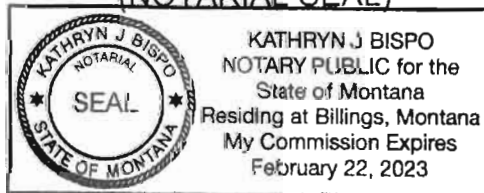
\_\_\_\_\_  
Principal

1310 Yellowstone Ave. #11  
Mailing Address for replacement check

Billings MT 59102

SUBSCRIBED AND SWORN to before me this 13 day of October, 2020

(NOTARIAL SEAL)



Kathryn J Bispo  
Notary public for the State of Montana  
Residing at Billings  
My commission expires February 22, 2023

APPROVED:

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

Replaced with warrant # \_\_\_\_\_ (completed by County)

10/13/20

**B.O.C.C. Regular**

Agenda Item 3. c.

**Meeting Date:** 10/20/2020

**Title:** Elections Request To Expend - ES&S Ballot On Demand-Security  
Cabinet Ballot Drop-High Speed Letter Openers

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

---

**TOPIC:**

Elections Department Request to Expend for ES&S Ballot On Demand, American  
Security Cabinets Ballot Drops, Omaton High Speed Envelope Openers

**BACKGROUND:**

The Elections Department is requesting Commissioner Approval to purchase items to update and modernize the election balloting system. The purchase was not anticipated and not included in the FY21 approved budget, however the purchase is 100% funded by the CTCL Grant Funds. Items requested are:

ES&S Ballot on Demand Printing System - \$7,783.00  
2 ea. American Security Cabinets Ballot Drop - \$4,683.00  
2 ea. Omaton 306 High Speed Letter Opener - \$28,000.00

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

---

**Attachments**

Election RTE - ES&S Ballot on Demand  
Elections RTE - Security Cabinet Ballot Drop  
Elections RTE - High Speed Letter Opener

---



# Yellowstone County

## Request to Expend

This form is to be completed for all Capital outlay requests ( a single item costing \$1500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers, and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

### Item(s) Requested:

ES&S Ballot on Demand Printing System

Cost: 7,783.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request 7,783.00

### Explanation of Purchase

CTCL Grant funds purchase of election equipment for 2020 General Election. BOD system allows for real time printing of ballots as a backup to the off-site printed ballots.

### Budget Information

Account Numbers: 940

Budget Balance: 0

Is this a budgeted item? No

Finance Note:

### COMMISSIONER ACTION

Approved: YES NO

Tabled:

Date:

Votes: YES NO

Chairperson

Member

Member

Purchasing Agent

Date

**ELECTION SYSTEMS & SOFTWARE, LLC  
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

**BETWEEN:** ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

**AND:** YELLOWSTONE COUNTY, MONTANA ("Customer").

**RECITALS:**

- A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Yellowstone County, Montana** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- \_\_\_X\_\_\_ Exhibit A (Pricing Summary)
- \_\_\_X\_\_\_ Exhibit B (ES&S Equipment, ES&S Software, and Services Description, Pricing and Fees)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Montana**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: (402) 970-1291

YELLOWSTONE COUNTY, MONTANA  
P.O. Box 35002 - 217 N. 27th Street - Room 101  
Billings, MT 59107  
Fax No.: N/A

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Bret Rutherford  
\_\_\_\_\_  
Name (Printed or Typed)

Election Administrator  
\_\_\_\_\_  
Title

10/14/20  
\_\_\_\_\_  
Date

**GENERAL TERMS  
ARTICLE 1  
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.
- c. "ES&S Software" means ES&S' proprietary Ballot On Demand software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

**ARTICLE 2  
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees**

a. **Equipment Sale and Software License Fees.** The fees for the purchase of ES&S' Equipment and License of ES&S Software are set forth on Exhibit A

b. **Election Set-Up Fee.** The per election fee for election set-up is set forth on Exhibit B.

c. **Pre-Election Services.** The fees for the optional Pre-Election Services are set forth on Exhibit B.

**ARTICLE 3  
MISCELLANEOUS**

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such



breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the ES&S Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

3.3 **Installation of ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software provided by ES&S hereunder shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the ES&S Equipment and ES&S Software. Such site shall include has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. The ES&S Equipment should be stored in a clean, dry and secure environment. During the storage and operation of the ES&S Equipment, the temperature and moisture ranges should be maintained in accordance with the ES&S Equipment Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software at a site not meeting ES&S' specifications.

3.4 **Warranty**

a. **ES&S Equipment and ES&S Software.** ES&S warrants for a five (5) year period for the ES&S Equipment and a one (1) year period for the ES&S Software (the "Warranty Periods") it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Periods. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. Warranty services may be provided on-site at the Customer's location or through a depot location as may be determined by ES&S in ES&S' sole discretion. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse,

use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 3.4(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.5 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications

3.6 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.7 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.8 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and

other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.9 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.10 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.10 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.11 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.12 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.13 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

**[END OF GENERAL TERMS]**

**EXHIBIT A  
PRICING SUMMARY**

Sale Summary:		
Description	Refer to	Amount
ES&S Equipment, Software, and Services	Exhibit B	\$7,783.00
Shipping & Handling		Included
<b>Total Sale:</b>		<b>\$7,783.00</b>
Election Set Up Fees and Optional Pre-Election Services are not included in Total Net Sale. Please see <u>Exhibit B</u> for Election Set-Up Fees and Optional Pre-Election Services Fees and Payment Terms.		
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Pursuant Section 3.7, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.		
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>		
\$7,783.00 to be invoiced upon delivery of the Ballot On Demand Printing System. Invoice is due net 30 from invoice date		
All other Service Fees are set forth on <u>Exhibit B</u> and are due within thirty (30) days of Customer's receipt of ES&S' invoice.		
<b><u>Ongoing Services:</u></b>		
Description	Annual Fee – First Renewal Period	
Software License, Maintenance & Support Services:		
- Ballot On Demand Software Fees (See <u>Exhibit B</u> for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	\$520.00	
Fees reflect a one-year term.		
Payment is due as set forth above and at the start of each Renewal Period.		

**EXHIBIT B  
EQUIPMENT, SOFTWARE, AND SERVICES DESCRIPTION,  
PRICING AND FEES**

QUANTITY	DESCRIPTION	TOTAL PRICE
<b>Ballot On Demand Printing System</b>		
1	Compact Printer with Firmware and Five (5) Year Hardware Warranty	Included
1	Laptop Computer with Router	Included
1	2D Barcode Scanner	Included
<b>Ballot On Demand Software</b>		
1	Ballot On Demand 1-Year Software Licenses Including the Following Features:	
X	BOD Setup Utility	Included
X	BOD Single Ballot Printing	Included
X	BOD Barcode Font	Included
<b>Ballot On Demand Services</b>		
1	Ballot On Demand Training	Included
X	Installation & Acceptance Testing	Included
<b>TOTAL PURCHASE:</b>		
		<b>\$7,783.00</b>

**ELECTION SET-UP FEES  
(Subject to change after the Initial Term)**

<b>Initial Election Set-Up Fee per Election Event</b>	
<b>Black and White Ballot Set-Up:</b>	
\$450.00 per election set-up + \$1.00 per unique PDF for first Computer	
\$75.00 for each additional Computer set-up	
<b>Color Ballot Set-Up:</b>	
\$550.00 per election set-up + \$1.00 per unique PDF for first Computer	
\$75.00 for each additional Computer set-up	
<b>Rework of Set-Up due to Customer Changes After Initial Set-Up is Complete:</b>	
\$175.00 per change event for first Computer set-up	
\$75.00 for each additional Computer set-up	
<b>Other:</b>	
\$350.00 fee for L&A Test Deck Creation	
On-Site Set-Up: \$1,700.00 per person, per day	

Election Set-Up Fees are due within thirty (30) days of receipt of ES&S invoice.

**OPTIONAL PRE-ELECTION SERVICES FEES**

Upon request by the Customer and the payment of the associated fees, ES&S shall provide the following services to the Customer ("Pre-Election Services")

DESCRIPTION	SERVICE FEE PER DAY
Printer Cleaning, Pre-Election Testing, Roller Replacement, Parts Inspection, Ballot-Folder Adjustment/Testing and Onsite Assistance with	\$1,700.00 Per Person Per Day for the Initial Term

Print-Alignment, Clearing Jams and other Hardware Adjustments.	
--	--

Optional Pre-Election Services Fees are due within thirty (30) days of receipt of ES&S invoice.

ES&S reserves the right to increase the fees set forth herein at the beginning of each Renewal Period.



# Yellowstone County

## Request to Expend

This form is to be completed for all Capital outlay requests ( a single item costing \$1500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers, and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

### Item(s) Requested:

American Security Cabinets Ballot Drop Model 710 SS (2)

Cost: 4,683.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request 4,683.00

### Explanation of Purchase

CTCL Grant funds purchase of election equipment for 2020 General Election. Large heavy duty ballot deposit boxes are needed for the County Courthouse and MT Pavilion at Metra Park. Current boxes are small and mobile with few security features.

### Budget Information

Account Numbers: 940

Budget Balance: 0

Is this a budgeted item? No

Finance Note:

### COMMISSIONER ACTION

Approved: YES NO

Tabled:

Date:

Votes: YES NO

Chairperson

Member

Member

Purchasing Agent

Date



# your Summary

Quote #: QUO1659

Expires	Exp. Close	Project	Partner	Shipping Method
11/5/2020	10/31/2020			

Quantity	Item	Rate	Amount
2	BAL-710-SS-OHC-PCT-C Ballot 710 SS Exterior on Casters American Ballot Drop Model 710 Stainless Steel One-Hand-Chute On Caster with a Plastic Collection Tote.		
2	BAL-710-SS-OHC-C Kiosk Model 710 SS One-Hand-Chute Kiosk on Casters American Security Cabinets Model 710 Stainless Steel One-Hand-Chute On Casters.	\$1,877.00	\$3,754.00
2	M710-SC-PCT M710 Plastic Collection Tote Plastic Collection Tote	\$50.00	\$100.00
2	BAL-S-710-F-Patriot Ballot 710 Full Patriot Theme Set of Patriot Themed Custom Printed Matte Graphics with "Your County" as specified.	\$0.00	\$0.00
2	EXPEDITED SERVICE-2 EXPEDITED SERVICE \$1500 - \$2999 Expedited Service	\$189.00	\$378.00
1	Freight W/Lift-Gate Freight with Lift-Gate Service	\$451.00	\$451.00
			\$4,683.00

<b>Subtotal</b>	\$4,683.00
<b>Shipping Cost</b>	\$0.00
<b>Tax Total (%)</b>	\$0.00
<b>Total</b>	\$4,683.00



## Yellowstone County

### Request to Expend

This form is to be completed for all Capital outlay requests ( a single item costing \$1500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers, and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

**Item(s) Requested:**

Oration Model 306 Envelope Opener (2)

Cost: 28,000 \_\_\_\_\_

Other Costs: \_\_\_\_\_

Less Trade-in / Discount \_\_\_\_\_

Net Cost of Request 28,000 \_\_\_\_\_

**Explanation of Purchase**

CTCL Grant funds purchase of election equipment for 2020 General Election. Ballot Secrecy envelopes may only be opened 3 business days before election day. High speed slicers are needed to efficiently and continuously open envelopes in this narrow window.

**Budget Information**

Account Numbers: 940 \_\_\_\_\_

Budget Balance: 0 \_\_\_\_\_

Is this a budgeted item? No \_\_\_\_\_

Finance Note:

**COMMISSIONER ACTION**

Approved: YES \_\_\_\_ NO \_\_\_\_

Tabled: \_\_\_\_\_

Date: \_\_\_\_\_

Votes: YES NO

Chairperson \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

Purchasing Agent

Date



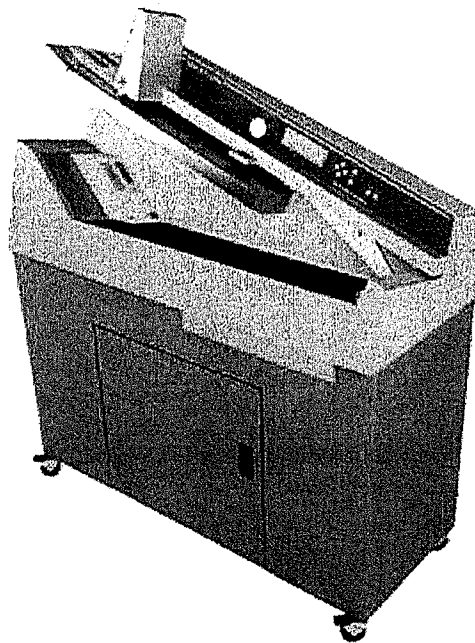
800-243-9226

[Home](#) > [Catalog](#) > Ovation Model 306 Envelope Opener - Letter Opener

## OMATION MODEL 306 ENVELOPE OPENER - LETTER OPENER

OMATION®

 WATCH VIDEO



LIST PRICE: \$13,675.00

**\$13,618.00**

Average rating:

Rate this product:

1







ADD TO CART

REQUEST QUOTE

PRICE MATCH

Product code: OMA306

\$375 / mo

SHARE    



## FEATURES OF THE OMATION MODEL 306 ENVELOPENER LETTER OPENER

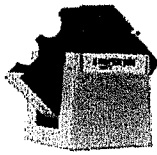
- Opens 40,000 envelopes/hour
- Automatic jam detection easily fixes any clogs
- Electronic counter shows up to 6 figures on LCD display
- Counter can be used without opening envelopes at all
- Opex mill technology produces paper chips that are collected and discarded, preventing build up and messes
- Three mail tray supports optimize productivity
- Oversized support and catch helps with transporting and stacking envelopes
- Small footprint
- Paper cuts are avoided due to soft, feathered edges
- Dimensions (D x W x H): 21" x 47,75" x 58"

### Additional 306 Options:

- Sorter w/ Output Bin + \$4,025
- Sorter w/ 90 Deg. Powered Conveyor +\$5,490
- Batcher + \$1,225
- Hi-Speed Inkjet Printer +2,935
- Stats Printer +\$1,290.

\*Please specify preferences during checkout

## You May Also Be Interested In



**Martin Yale 400 Paper Jogger (LIMITED TIME!)**

Product code: MYL400

**\$403.24**

List Price \$995.00

PRODUCT INFO

Q & A

SPECIFICATIONS

**DESCRIPTION OF THE OMATION MODEL 306 ENVELOPENER LETTER OPENER**

Omaton 306



**DESCRIPTION OF THE OMATION MODEL 306 ENVELOPENER LETTER**

## OPENER




The Omatation Model 306 Envelopener mixes functionality and compact shape to create an efficient letter opener. The Model 306 easily opens letters ranging up to 13.5" in length and ½" in thickness and can do so at a rate of up to 40,000 letters per hour. The advanced technology of the Model 306 requires little operator sorting, jogging or assistance and virtually no operator experience to get the full results; it is incredibly easy to use.

The Opex model 306 Envelopener has many advanced features that allow the user to get the most out of the machine. The Model 306 automatically collects the bits of paper milled off of the envelope when it is opened. They are collected and discarded through a tube, keeping your workspace clear and the machine from getting jammed. It also has three mail tray supports to optimize your work flow. The oversized envelope support and catch easily allows the user to stack and transport envelopes. The automatic jam detection notifies the user when a paper jam has occurred and then clears it so work can continue. The electronic counter features a digital count of up to 6 numbers on an LCD display that is easily resettable.

Other options include the batch counter, which assists in opening preset batch sizes up to 999. It also allows the user to choose to either automatically stop or automatically pause the job after the preset count is reached. The high speed printer allows a custom print, the date or both to be printed on the envelopes as they go through the machine.

The advanced milling technology doesn't simply chop off the top of the envelope like so many envelope openers do. Instead, a circular mill cutter quickly removes chips of paper from the top of the envelope. This not only protects the documents inside the envelope from getting cut up, but also prevents paper cuts by leaving a soft, feathered edge. The operator can also manually adjust how deep they want the mill to cut by using the four-position depth of cut.

## Service Center

<b>Service Call</b>	
<b>Parts Requests</b>	
<b>Service Contracts</b>	
<b>&gt;&gt; View Manufacturer Warranty</b>	



**B.O.C.C. Regular**

Agenda Item 3. d.

**Meeting Date:** 10/20/2020

**Title:** Cushing Terrell Services Porposal for Building Review

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Cushing Terrell Services Proposal for Building Review

**BACKGROUND:**

Cushing Terrell is offering services to review a building under possible consideration by the County.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

CTA Proposal

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October 15, 2020

Board of County Commissioners  
Yellowstone County Courthouse  
217 North 27<sup>th</sup> Street  
Billings, MT 59101

[Sent via email – kbryan@co.yellowstone.mt.gov](mailto:kbryan@co.yellowstone.mt.gov)

**Re: Feasibility Study – 3<sup>rd</sup> Avenue North Building**

Board of County Commissioners:

CTA Inc. (dba Cushing Terrell) is pleased to provide this architectural and engineering services proposal for the Feasibility Study – 3<sup>rd</sup> Avenue North Building located in Billings, Montana. We are excited and pleased at the opportunity to work with you on this project.

The attached proposal provides a description of Cushing Terrell's understanding of the project scope and discusses the scope of services Cushing Terrell will provide. It also lists our proposed team, which accounts for the disciplines and expertise required for a project of this nature.

Please review the proposed services and fees attached. Do not hesitate to call or email if you have any questions about the content therein. If you find this proposal meets your expectations, we have included an AIA Document B101 for your review and signature.

Thank you for this opportunity.

Sincerely,

CUSHING TERRELL

A handwritten signature in black ink, appearing to read "Bob La Perle".

**Name,**

Bob La Perle/Project Manager

cc: Cushing Terrell File

Attachments: Proposal



## Proposal for Feasibility Study – 3<sup>rd</sup> Avenue North Building

### SCOPE OF PROJECT

YC Board of County Commissioners is seeking professional design services for a Feasibility Study – 3<sup>rd</sup> Avenue North Building, located in the Billings, Montana. The project will include the following:

- Include a site visit and building tour to confirm the condition of the HVAC & Electrical systems and look at existing tenant spaces and common areas. Development a Study to include a simple program of existing & proposed for building. Analyze the space needed for administrative departments, compared to available building area. Then develop a Rough Order of Magnitude (ROM) Cost for Demo and new TI Improvements escalated to 2025.

### SCOPE OF SERVICES

Cushing Terrell will manage this project from our Billings, Montana office. Our professional team will be led by the following key team members:

Principal-in-Charge: Jim Beal

Project Manager: Bob La Perle

#### *Architect/Engineer*

CTA Inc. (dba Cushing Terrell)  
13 North 23<sup>rd</sup> Street  
Billings, MT 59101  
406.248.7455

Cushing Terrell's professional service offerings will include supplemental services as described below. Cushing Terrell will provide all services needed for this project scope.

**Basic Services** (Note: services proposed for this scope are considered Supplemental services by AIA contracts)

### ***Supplemental Services***

Services for this project consist of architecture/planning, mechanical, and electrical engineering services. The project will progress as a single phase including the site tour, verify as-built documents, generate programming document, issue a draft report & internal summary , rough order of magnitude of cost (ROM) , a presentation to commissioners and a final report on study recommendations..

### ***Assumptions***

This proposal is based upon Cushing Terrell's understanding of the following assumptions:

- As-built drawing and verification are not included. It is assumed that existing Building Floor Plan Drawings are available for use in our archives or from the building owner.
- An informal presentation meeting and a commissioner's presentation are all that is needed for meetings.
- A simple plan drawing for available plans and available areas.
- This scope would not include any space planning or phasing.

### **COMPENSATION PROPOSAL**

<b>Total Design Services</b>	<b>\$16,500.00</b>
------------------------------	--------------------

The breakdown illustrates estimated fees based on the estimated construction and site cost as described under the project description. These fees are subject to change if the scope of the project scope changes. Hourly work will be billed at Cushing Terrell's standard hourly rates for the year in which the time is expended.

### **REIMBURSABLE EXPENSES**

Reimbursable expenses are estimated at \$150 Reimbursable expenses include travel (airfare, auto rental, mileage/fuel, lodging, and meals), printing, copying, permitting fees, and postage.

Legal fees incurred as a result of modifying a standard AIA contract or using Owner provided agreements will be billed as a reimbursable expense to the project.

### **PROJECT SCHEDULE**

The proposed project schedule is to start as soon as agreements are approved and estimated to take not more than five (5) weeks.

The Owner acknowledges that Owner-generated changes in the schedule of the project may result in modifications of the associated professional fees.

This proposal is valid for 90 (ninety) days from date of issue.

**B.O.C.C. Regular**

Agenda Item 4.

**Meeting Date:** 10/20/2020

**Title:** IFB Public Works New Half Ton 4x4 Pickups

**Submitted For:** Tim Miller, Public Works Director

**Submitted By:** Tim Miller, Public Works Director

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**TOPIC:**

Invitation for Bid Public Works New Half Ton 4x4 Pickups

**BACKGROUND:**

Replacing two existing half ton 4x4 pickups

**RECOMMENDED ACTION:**

Approve the Invitation for Bid

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**Attachments**

Bids

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**INVITATION TO BID  
YELLOWSTONE COUNTY, MONTANA  
PUBLIC WORKS Department New Half Ton 4x4 Pickups**

Yellowstone County will receive sealed bids for the purchase of two new half ton 4x4 pickups per the enclosed specifications until 5:00 p.m. Monday November 2<sup>nd</sup>, 2020. Bids must be submitted to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office, 3<sup>rd</sup> Floor Room 3101-Stillwater Building, 316 North 26<sup>th</sup> Street, Billings, MT 59101. Envelopes containing bids must be marked "Public Works Half Ton 4x4 Pickups" in the lower right-hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 5:00 p.m. Monday November 2<sup>nd</sup>, 2020.

All timely bids will be opened and read aloud at 9:30 a.m. Wednesday November 4<sup>th</sup>, 2020 in the Commissioners Board Room, 3<sup>rd</sup> Floor -Room 3108, Stillwater Building, located at 316 North 26<sup>th</sup> Street. All bids received that are time and date stamped later than 5:00 p.m. Monday November 2<sup>nd</sup>, 2020 will not be opened.

All bids must include a bid security in favor of Yellowstone County in an amount equal to 10% of the total net bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

The Vendor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Vendor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Vendor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.



Information relating to the bid specifications should be addressed to Greg Fisher at 406-256-6922. Questions concerning the bid procedure may be addressed to James Matteson at 406-256-2717.

The Board of County Commissioners will award the purchase of the two Half Ton 4x4 Pickups to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 20<sup>th</sup> day of October 2020.

Board of County Commissioners  
Yellowstone County, Montana

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Denis Pitman, Chairman

Attest:

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Jeff Martin  
Clerk and Recorder

**PUBLIC WORKS DEPARTMENT**  
**New Half Ton 4x4 Pickups**  
2 New Pickups

Minimum requirements

- Full-size pickup
- Must be 2020 model year or newer
- Must be advertised in the ½ ton/1500 class
- Bed length not to exceed an advertised length of 6' 5"
- 4 full-size doors
- Front seats must be cloth bucket style with center console with additional storage
- White in color
- Chrome front and rear bumpers
- Aluminum wheel package
  - Must be 17- or 18-inch wheels
- Gasoline engine
  - V 8 configuration only
- Automatic transmission
- Cruise control
- 4-wheel drive
- Filtered HVAC system
- Radio package with blue tooth
- Power windows and locks
- Floor mats
- Tow package
- Any additional options will be considered

**PUBLIC WORKS DEPARTMENT  
New Half Ton 4x4 Pickups  
BID SHEET**

**Please include this sheet with your bid documents.**

Year, manufacturer and model of the Pickups

---

Does the above equipment meet all specifications? Yes \_\_\_\_ No \_\_\_\_

If no, attach a list and explanation of the specifications not in compliance.

Lump Sum Bid

\$ \_\_\_\_\_

Company Name

Authorized Representative

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

I acknowledge receiving the following addenda, if applicable.

#1 \_\_\_\_\_  
Initials      Date

#2 \_\_\_\_\_  
Initials      Date

3# \_\_\_\_\_  
Initials      Date

**B.O.C.C. Regular**

**Agenda Item 5.**

**Meeting Date:** 10/20/2020

**Title:** PARS

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

**PERSONNEL ACTION REPORT - MetraPark - 1 Termination**

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

---

**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 10/20/2020

**Title:** Board Minutes

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

**Board Minutes** - County Water and Sewer Board Minutes

**BACKGROUND:**

n/a

**RECOMMENDED ACTION:**

Place to file.

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**Attachments**

County Water and Sewer Board Minutes

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COUNTY WATER DISTRICT OF BILLINGS HEIGHTS  
BOARD OF DIRECTORS MEETING

September 9, 2020

Welcome Pam Ellis to the Board as the County Appointee

The September 9, 2020 board meeting was called to order by President Wynn Pippin at 6:00 p.m. at 1540 Popelka Drive, Billings, MT.

Board Members: Wynn Pippin, Brandon Hurst (absent), Roger Ostermiller,  
Jon Muessig, Donna Dinsmore, Steve Blood, and Pam Ellis

Also present: Duke Nieskens, General Manager  
Peyton Brookshire, Assistant Manager  
Suzie McKethen, Board Secretary

- **August Minutes for Approval**  
Motion: Jon Muessig  
Second: Steve Blood  
Motion carried: 5-0
- **August Prepaid Bills for Approval**  
Motion: Donna Dinsmore  
Second: Steve Blood  
Motion carried: 5-0
- **August Bills for Approval**  
Motion: Donna Dinsmore  
Second: Steve Blood  
Motion carried: 5-0
- **Financial Statement for review**
- **Manager's Report – Duke Nieskens**
  - The servicemen did several repairs last month: 2562 Keel was leaking at the corp. They pulled a new service at 1106-1108 Primrose to replace the tuff tube pipe.
  - East of Main Street on Hilltop, the southbound lane of traffic is blocked off. There is a dip in the pavement, as well as an occasional puddle of water. Duke spoke with Scott Emerick of the City of Billings. They are unable to determine if the water is coming from the 24" water main; or from the Billings Bench Water line that has previously leaked on the north side of the street.
  - Western Municipal Construction is still working on the punch list items for the Hawthorne Transmission Main project.
  - We continue to wait on the Hawthorne main extension paperwork from Performance Engineering/Bar 11.

- A situation arose at a property at 330 Annandale. Back in March 2000, the District installed a water main from St. Andrews down Annandale, to Cherry Hills. The cost of that project was \$176,210. In order to defray the costs of the project, the 67 lots were each assessed \$2630.00. One of the first owners to pay that fee were Mitzi and Bill Haney when they lived at 128 Annandale. This improvement was not considered a Special Improvement District (SID). Fast forward to 2020, the Haney's have built another home at 330 Annandale. They paid the system development fee, but are disputing the water main assessment fee because they didn't know about it. A contractor will often call to find out any fees before starting construction. Duke explained to the board this was the one and only subdivision that has ever had a water main assessment fee. Until the lot is developed, the water main assessment would not be paid. The Haney's feel the fee should have been put on the title. Unfortunately, that was not how the District did things back then. Each of the 60+ lots in that project have paid the water main assessment. It was decided by the board to send a 30-day notice that the water will be shut off if the fee is not paid.
- Duke received a thank you card from the property owner at 1711 Clubhouse – Rich McClellan, stating how pleased he was with serviceman, Quin Fuhrman.
- The cost of the repair on Main Street by First Interstate Bank was approximately \$37,000.
- **Old Business:**
  - Peyton updated the board about his discussions with Billing Document Specialists (BDS), a partner with Black Mountain Software (BMS). He has been getting prices on some features we are interested in. The prices quoted were cost prohibitive. BDS have since revised some of their fees. Peyton is double checking to see if these are just “introductory” prices, and subject to change after a certain period of time.
- **New Business:**
  - None.

There being no further business to come before the Board, a motion to adjourn was made by Donna Dinsmore. Roger Ostermiller seconded. Motion carried 5-0. President Wynn Pippin adjourned the meeting at 6:33 p.m.

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**Suzie McKethen, Board Secretary**

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**Wynn Pippin, President**



**B.O.C.C. Regular**

Agenda Item 2.

**Meeting Date:** 10/20/2020

**Title:** Board Resignation - Ryan Wittman from Zoning Commission

**Submitted By:** Erica Wiley

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**TOPIC:**

Board Resignation - Ryan Wittman from Zoning Commission

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

File

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**Attachments**

Board Resignation

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Mr. Ryan K. Wittman  
3865 Crestridge Ct  
Billings, MT 59101

Yellowstone County Commissioners  
RECEIVED

OCT 13 2020

October 10, 2020

Dear Board of County Commissioners of Yellowstone County, please accept this as my formal resignation from my position as Commissioner on the Yellowstone County Zoning Commission. It has been an honor to serve our community over the years on this important civic board.

Kind regards,



Mr. Ryan K. Wittman

406-670-0607

**B.O.C.C. Regular**

Agenda Item 3.

**Meeting Date:** 10/20/2020

**Title:** Junk Vehicle Fund Transfer

**Submitted For:** Kevan Bryan, Finance Director

**Submitted By:** Kevan Bryan, Finance Director

---

**TOPIC:**

Junk Vehicle Fund Transfer

**BACKGROUND:**

Per attached letter to the Board, there is a need to transfer budget authority within the Junk Vehicle Fund to properly classify the purchase of a computer costing less than our capitalization limit, and to transfer funds from Junk Vehicle Contingency to complete security project on the property.

**RECOMMENDED ACTION:**

File. To be recapped at mid-year budget meeting in January, 2021.

---

**Attachments**

Junk Veh Xfer

---

# Yellowstone County



FINANCE  
(406) 256-2718  
(406) 254-7929 (FAX)

P.O. Box 35003  
Billings, MT 59107-5003

October 14, 2020

Board of Yellowstone County Commissioners  
P.O. Box 35000  
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer within the Junk Vehicle Fund.

Your Policy #18-121 in Section N gives my department the authority to move up to \$25,000 within a fund. This has been routinely performed over the years where unexpended funds are projected for that fund. These are then recapped both at the mid-year budget review and the end of year in one resolution for Board approval.

This letter is intended to inform the Board of our intent to move money to account for a computer budgeted to capital expenditure up to the office supply account since the PC components are under our capitalization limits. At the same time, additional cameras are needed for the security project included in the FY21 budget. Originally, it was estimated at \$1,706.00 but due to the need for additional cameras, it will end up costing \$4,800.00. So, the net changes will be to increase Office Supplies (2830.000.414.430800.210) by \$1,504.00, increase Capital Outlay-Equipment (2830.000.414.430800.940) by \$1,596.00 and reduce Contingency (2830.000.414.430800.850) by \$3,100.00.

As stated above, this change will be listed with other transfers and adjustments given to the Board for approval at the mid-year budget meeting for FY21.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kevan Bryan".

Kevan Bryan  
Finance & Budget Director